

**EXHIBIT H**

# American Express Financial Advisory Service Agreement



American Express Financial Advisors Inc. (the "Company"), agrees to perform financial advisory services for you based on the following terms and conditions. The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to such brochure contain important information regarding the Financial Advisory Service Engagement Options you (the "Client(s)") selected and are part of this Service Agreement ("Agreement"). No assignment of this Agreement by the Company will be effective without the Client's consent.

- Check here if a client check is attached  
 An approved Client Profile Form 200152 for each client must be submitted prior to establishing this Account.

## Corporate Office Use

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0 1 3

Advisor Use for Existing Financial Advisory Service Account Only  
Enter existing account number:

0 1 9 1

0 1 3

- Check if changing an existing Engagement due to a change in terms.  
 GTCC: Check if this Agreement creates a new anniversary date.

**Section 1 — Client Information****First Client**

New Client for this Financial Advisory Service Account?  
 F.J.  
 X

Yes

No

Name (Entire or full legal name)

BRUCE FULLER

**Second Client**

New Client for this Financial Advisory Service Account?  
   
   
New AEFA Client?  
   
Married to First Client?  
   
Domestic Partner of First Client?

Yes

No

Name (Entire or full legal name)

Birthdate (mm/dd/yyyy)

Social Security Number

478 70 9884

09 30 1952

Social Security Number

City

Resident or Home Street Address (For change of address, submit Form 518)

31 BRADLEY STREET 2ND Flr.  
City State ZIP Code  
Dobbs Ferry NY 10522

**Section 2 — Advisor Information****Advisor 1 — Servicing Advisor**

Name

Jennifer S. Wilkow

Advisor Number

47005

Team ID

Comp. %

Office Number

100

629

**Advisor 2**

Name

Advisor Number

Team ID

Comp. %

Office Number

**Section 3 — Customer Privacy**

The Company's privacy policy is set forth in "It's a Matter of Privacy" (the "Privacy Notice"), which is provided to Client along with this Agreement. The Privacy Notice explains the categories of personally identifiable information collected by the Company to provide the Financial Advisory Service, disclosures that may be made to affiliates and non-affiliates of the Company, and choices that Clients have to opt out of certain disclosures and uses of the personally identifiable information. To select one or both of the opt-out choices described in the Privacy Notice, Clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above-mentioned information and data furnished to the financial advisor, pursuant to Section 1, shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, Client agrees that by purchasing the American Express Financial Advisory Service, Client is authorizing the Client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service, to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

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**Section 4 — Engagement services to be provided (see Form 94003 for further explanation)**

**Engagement Period** — (check one; if nothing is selected, Annual will be the default):  
 Annual (80)

**Good Until Changed or Cancelled (GTCC) (26)**  
(Authorized advisors only)

#### **Services:**

(Check all areas that apply. If nothing is selected, Comprehensive Financial Planning will be the default.)

Services: (Check all areas that apply. If nothing is selected, Comprehensive Financial Planning will be the default.)	Services to be provided (Annual and GTCC)	Services in each subsequent year (GTCC only)
<b>1. Comprehensive Financial Planning (030)</b> Covers topics 1A through 1F described below	<input type="checkbox"/>	<input type="checkbox"/>
<b>1A. Financial Position (009)</b> Must choose one other area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>1B. Income Tax (015)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1C. Investment (010)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1D. Retirement (020)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1E. Protection/Family Security (005)</b> Included at no charge; must choose one other area	<input type="checkbox"/>	<input type="checkbox"/>
<b>1F. Estate (024)</b>	<input type="checkbox"/>	<input type="checkbox"/>
Check 1G and/or 1H only if applicable:		
<b>1G. Education (011)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>1H. Future Savings Goal (016)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Small Business (Authorized advisors only) (060)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Advanced Needs (Complete Form 71024 A) (018)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4. Divorce Financial Service (Authorized advisors only) (056)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. Consultation (For Short-Term and Interim Needs) (Authorized advisors only) (017)</b> Includes advice on one or more short term, specific decisions or financial topics not covered in 1A – 1H; describe here:	<input type="checkbox"/>	<input type="checkbox"/>

**ADVISOR USE ONLY: ENTER ALL ANTICIPATED DELIVERY METHODS** (Used for internal research only — not material to client)

**Primary Deliverable**  
 (check at least one)

- |                            |   |
|----------------------------|---|
| FASware — FAP/PEF          | (070) <input checked="" type="checkbox"/> |
| FASware — FAR/PER          | (065) <input type="checkbox"/>            |
| Apex Select — FAP/PEF      | (066) <input type="checkbox"/>            |
| FASware SBO                | (063) <input type="checkbox"/>            |
| Advisor Created — Proposal | (067) <input type="checkbox"/>            |
| Advisor Created — Letter   | (072) <input type="checkbox"/>            |
| AEFA AllocationMaster      | (040) <input type="checkbox"/>            |
| Vumen FPP                  | (073) <input type="checkbox"/>            |
| Advisor Workstation        | (161) <input type="checkbox"/>            |
| Global Planner             | (161) <input type="checkbox"/>            |

### **Supporting Documentation / Calculators**

**Check all that may apply, but do not use as stand-alone deliverables**

- |  |   |   |                                |
|--|---|---|--------------------------------|
| <b>Principia</b><br>Morningstar  | (101) <input checked="" type="checkbox"/> | Sales Illustrations<br>AdviserLink: USA, Disability, Annuity, LTC, Cars | (141) <input type="checkbox"/> |
| <b>InvestmentView</b><br>Thomson Finance                                 | (102) <input checked="" type="checkbox"/> | Pension Dist. Planner<br>Brentmark                                      | (162) <input type="checkbox"/> |
| <b>Personal Portfolio Assistant</b><br>americanexpress.com               | (103) <input type="checkbox"/>            | NumberCruncher<br>Leimberg  | (181) <input type="checkbox"/> |
| <b>StockOpter</b><br>Authorized advisors only                            | (105) <input type="checkbox"/>            | Microsoft Office Suite<br>Word, Excel, PowerPoint                       | (199) <input type="checkbox"/> |
| <b>Portfolio Service Tool</b><br>Use only if client also has SPS account | (106) <input type="checkbox"/>            | Divorce Financial Analysis  | (156) <input type="checkbox"/> |
| <b>Foundation Tools</b><br>AdviserLink                                   | (107) <input type="checkbox"/>            | Expert Witness Service  | (159) <input type="checkbox"/> |
| <b>Advisor Workstation</b><br>Morningstar                                | (108) <input checked="" type="checkbox"/> | — approved  | <input type="checkbox"/>       |
| <b>IRA Analyst</b><br>AdviserLink  | (121) <input type="checkbox"/>            | — approved  | <input type="checkbox"/>       |

**Reminder:** All advisor created deliverables must comply with Bulletin 4342A

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## Corporate Office Use

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**Section 5 — Fees**

							For the Engagement Period (Maximum One Year)
1. Advisor fee	<input checked="" type="checkbox"/> Flat \$	1000	<input type="checkbox"/> Hourly – at a rate of \$	/hour	\$	1000 . 00	
2. Add: As:soc. Financial Advisor fee	<input type="checkbox"/> Flat \$		<input type="checkbox"/> Hourly – at a rate of \$	/hour	\$		
3. Add: Paraplanner fee	<input type="checkbox"/> Flat \$		<input type="checkbox"/> Hourly – at a rate of \$	/hour	\$		
4. Add: Advanced Needs Service fee (attach Form 71024 A)			<input type="checkbox"/> Hourly – at a rate of \$	/hour	\$		
5. Add: Iowa clients add 5% sales tax					\$		
<b>6. Subtotal</b>	If \$10,000 or greater, attach RP Approval Form 94160	For GTCC, also enter estimate of maximum annual fees here:			\$	1000 . 00	

## 7. Less: Promotions (check one)\* Enter Promotion ID

 FEPS  AEFA Employee  Other AXP Employee  Marketing Coupon  Alliances (e.g., Costco) (\$ )

\* Client understands and agrees that Company must provide your name and Social Security number to the Employer in order to collect this subsidy amount.

## 8. Net fee due from client

## 9. Less: Initial payment from client

<input checked="" type="checkbox"/> Check	<input type="checkbox"/> American Express® Card	Expires	(\$ 1000 . 00 )
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Payroll deduction  
(available to some FEPS clients)

Redemption:  Form F119  Form 33442  Phone/Fax Systematic payment:  Form F137  Phone/Fax

## 10. Amount still due

<input type="checkbox"/> Check	<input type="checkbox"/> Recurring American Express Card Payment (attach Form 6106)	\$ . . . . . 00
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Payroll deduction  
(available to some FEPS clients)

Redemption:  Form F119  Form 33442  Phone/Fax Systematic payment:  Form F137  Phone/Fax**Section 6 — Disclosure or interest and capacity**

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transaction(s) recommended by financial advisor, then, in addition to the compensation provided for above, financial advisor will receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void.

Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that Client provides to the financial advisor. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the Client's service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances that may affect the manner in which Client's assets are allocated. The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client that, in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance products actually purchased. **The Company does not provide insurance consulting, legal advice or document preparation as part of this service. The Company does not monitor the day-to-day performance of the Client's specific investments.**

Corporate Office Use

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**Section 6 — Disclosure of interest and capacity (continued)**

Company is required by law to obtain certain personal information from Client which will be used by Company to verify Client's identity. If Client does not provide the required information to Company, Company may be unable to open Client's account. If Company is unable to verify Client's identity, Company reserves the right to close Client's account or take such other steps as Company deems reasonable.

**Retirement Accounts**

Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan or ERISA (e.g., 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor, for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.

**Section 7 — Arbitration**

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled solely by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise agreed to by all of the parties to the Agreement, and all of the parties to the arbitration (including without limitation the Company and the Client), the American Arbitration Association shall be the sole venue for resolving claims arising out of or relating to this whether at law or in equity. This paragraph does not constitute a waiver of any right of private claim or cause of action provided by the Investment Advisers Act of 1940. If either Client or Company, its employees or independent contractors elects to resolve a claim by arbitration, that claim shall be arbitrated on an individual basis. There shall be no right or authority for any claims to be arbitrated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of the general public, clients or other persons similarly situated. The arbitrator's authority to resolve claims is limited to claims between the parties to the arbitration, (including the Client and the Company) alone, and the arbitrators authority to make awards is limited to the parties to the arbitration (including the Client and the Company) alone. Furthermore, claims brought by Client against Company, its employees or independent contractors, or by Company against Client, may not be joined or consolidated in arbitration with claims brought by or against someone other than Client, unless agreed to in writing by both Client and Company, its employees or independent contractors.

**Section 8 — Signature and Taxpayer Identification Number Certification**

By signing below, I acknowledge that I have received and read the Company's brochure (Form 94003), including the terms and conditions, and I hereby consent to these terms and conditions with full knowledge and understanding of the information contained in the brochure. Under penalties of perjury, I certify that:

1. The number shown on page one of this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Client's Name

BRUCE FULLER

Client's Signature

Date

08/18/2004

Client's Name

Client's Signature

Date

X

Signed at:

City

New York

Becky Roloff, Senior Vice President for American Express Financial Advisors Inc.

State

NY

Becky Roloff

Financial Advisor Signature

X Jennifer S. Wilcox

Advisor's Phone Number

212 719 0099

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# American Express Financial Advisory Service

Corporate Office Use	FP
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**Service Agreement** — American Express through American Express Financial Advisors Inc. (the "Company") agrees to perform the financial advisory service for you on the following terms and conditions.

The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to this brochure contain important information regarding the Financial Advisory Service option you (the "Client") selected and is part of this service agreement ("Agreement"). No assignment of this Agreement by the Company will be effective without Client's consent.

## Section 1 — Client Information

First Client Name

BRUCE FULLER

Street Address

31 BRADLEY STREET, 2ND FLR  
City DOBBS FERRY

Second Client Name

Social Security Number

478 70 9884

Birthdate

09 30 1952

State ZIP Code

NY 10522

Birthdate

Social Security Number

- An approved Client Profile Form 200152 for each client must be submitted prior to establishing a plan
- For address changes submit Form 518
- Is there a check attached?  Yes  No      • Dual client?  Yes  No
- Married client?  Yes  No (if married, must include spouse info)

## Section 2 — Advisor Information

Team ID	Advisor 1/Servicing Advisor	Advisor Number	Comp %	Office Number
Team ID	JENNIFER WILKO	47005	100	118

## Section 3 — Financial Advice to be Provided (check each advice area to be provided or check Comprehensive if addressing all six)

- Business Owner Issues (060)  
 Comprehensive Financial Planning (includes all six areas listed below) (030)  
 1 Financial Position (009)       4 Protection Planning (005) (if selected provided at no charge)  
 2 Investment Planning (010)       5 Retirement Planning (020)  
 3 Income Tax Planning (015)       6 Estate Planning (024)

## Section 4 — Service Options (choose one option)

- Comprehensive or Issue**  
(080)  
Address the six areas of financial planning separately or as a complete comprehensive analysis. Examples are Financial Advisory Proposal and Asset Allocation analysis
- Consultation**  
(068) (Provided by authorized advisors only)  
Address a specific financial issue or topic within one of the areas of financial planning. Examples are debt management, cash reserve needs, tax deferral strategies, etc.
- Annual**  
(086) (Provided by authorized advisors only)  
Similar to the American Express Financial Advisory Service — Comprehensive or Issue except more tools can be used to complete analysis. May also be used to address a specific financial issue or topic within one of the areas of financial planning
- Good Until Changed or Cancelled (GTCC)**  
(26)  
Check here if you are updating an existing GTCC  
Similar to the American Express Financial Advisory Service — Annual except the service agreement and fee will automatically renew each year on the anniversary of the agreement unless the service is changed or canceled or fee increases
- Advanced Advice Services (corporate office)**  
(89) (14) (Can be used with any other option)  
Corporate office consultants will address more complex financial planning issues

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**Advisor Use only** Please check all delivery methods that apply

- FASware (07C)  Allocation Master (040)  FAS SBO (063)  Review (065)  Lumen (073)  
 NumberCruncher (071)  MS Office (072)  Completion of Service letter (067) (required for Consultation)

**Fixed fees**

Enter the fixed fee on Line 1, then skip lines  
2, 3 and 4. Or select hourly fees starting  
with Line 2.

If using Advanced Advice Service  
the fixed fee should include both  
the advisor and corporate office fees

## 1 Fixed fee

1 \$ 700

**Hourly fees**

Charges by the hour available for  
Annual Consultation and GTCC  
Service Options

## 2 Financial advisor hourly rate

2 \$

## 3 Estimated number of hours (or range)

3

## 4 Hourly fee or range (multiply lines 2 and 3)

4 \$

**Paraplanner fees**

Can be charged by all  
Advanced Advisors

## 5 Paraplanner hourly rate

5 \$

## 6 Paraplanner hours

6

## 7 Total paraplanner fee (multiply line 5 and 6)

7 \$

**Other charges or credits**

FEPS employee group number

## 8 State sales tax (IA add 5%)

8 \$

9 Less promotion (FEPS or corporate  
sponsored promotions)

9 \$( )

**Total fixed fee**

Add lines to calculate the gross fee

## 10 Total fixed fee (add lines 1-9)

10 \$

**Total hourly fee**

## 11 Total hourly fee (add lines 4-7-8-9)

11 \$

**Payment Options**

Make any deductions available  
then calculate the amount due

## 12 FEPS employer/group subsidy amount

12 \$( )

13 AEFA corporate office employee  
(subtract 50% from the total fee listed on Line 10 or 11)

13 \$( )

AEFA Employee Number

## 14 Initial Payment made (available to Advanced Advisors)

14 \$( )

**Amount Due from Client**

## 15 Amount due (add Lines 10 through 14)

15 \$

700

**Advanced Advice Services**

Break out the advisor and corporate  
portion of the fee and check the  
advanced service to be provided

Comprehensive       Issue       Stock Option Exercise Analysis

Asset Allocation       Business Valuation Analysis

a Financial advisor fee \$

b Corporate office fee \$

c Amount due from Client (a + b) \$

**Payment Method**

Check or Money Order

American Express® Card

Card number

Optima® Card

Expiration Date

Redemption

Form F119     Form 33442     Phone/Fax (GTCC and Annual only)

Systematic Payment  
(GTCC and Annual only)

Form F137     Phone/Fax     Charge Card (attach form 6106)

Payroll Deduction  
(available to some FEPS clients)

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#### **Section 5 — Customer Privacy**

The Company's privacy policy is set forth in "An Important Notice Concerning Our Customers' Privacy" (the "Privacy Notice") which is provided to Client along with the Agreement. The Privacy Notice explains the categories of personally identifiable information collected by the Company to provide the Financial Advisory Service and disclosures that may be made to affiliates and non affiliates of the Company and choices that clients have to opt out of certain disclosures and uses of the personally identifiable information. To select one or both of the opt out choices described in the Privacy Notice, clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above mentioned information and data furnished to the financial advisor pursuant to Paragraph 1 shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, Client agrees that by purchasing the American Express Financial Advisory Service, Client is authorizing the client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

#### **Section 6 — Disclosure or interest and capacity**

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transaction(s) recommended by advisor, then, in addition to the compensation provided for above, Advisor will or may receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void. Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that financial advisor obtains from Client. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected. Client's assumed average tax rates and global inflation rates specific to each goal that financial advisor helps you select.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the advisor may reasonably request in order to permit a complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in circumstances, needs, objectives and other information Client previously provided to the financial advisor. Client further agrees that neither the financial advisor nor the Company shall have any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances which may affect the manner in which Client's assets are allocated.

The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client, which in the sole judgment of the financial advisor would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client. **The Company does not provide insurance consulting, legal advice or document preparation as part of this service. The Company does not monitor the day-to-day performance of the Client's specific investments.**

#### **Retirement Accounts**

**Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan, investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.**

#### **Section 7 — Arbitration**

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, this paragraph does not constitute a waiver of any right provided by the Investment Advisers Act of 1940.

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**Section 8 — Signature and Taxpayer Identification Number Certification**

By signing below I acknowledge that I have received and read the brochure (Form 94003) including the terms and conditions and I hereby consent to these terms and conditions with full knowledge and understanding of the information contained in the brochure.

Under penalties of perjury I certify that

1 The number shown on this form is my correct taxpayer identification number and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding and

3 I am a U.S. person (including a U.S. resident alien)

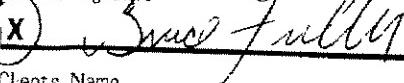
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Client's Name

BRUCE FULLER

Client's Signature



Client's Name

Client's Social Security Number/Taxpayer ID Number

478 70 9884

Date

07 25 2002

Client's Social Security Number/Taxpayer ID Number

Client's Signature



Date

Signed at

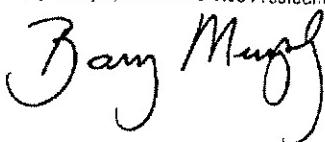
City

NEW YORK

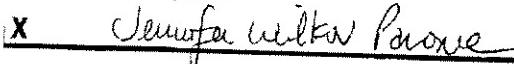
State

NY

Barry Murphy Executive Vice President for American Express Financial Advisors Inc



Financial Advisor Signature



Advisors Phone Number

516 228 0100